

United States Bankruptcy Court
District of Massachusetts, Worcester Division

IN RE:

Case No. _____

Papadopoulos, Christos

Chapter 13

Debtor(s)

**CHAPTER 13 AGREEMENT BETWEEN DEBTOR AND COUNSEL
RIGHTS AND RESPONSIBILITIES OF CHAPTER 13 DEBTORS AND THEIR ATTORNEYS**

It is important for debtors who file bankruptcy cases under Chapter 13 to understand their rights and responsibilities. It is also useful for debtors to know what their attorney's responsibilities are, and understand the importance of communicating with their attorney to make the case successful. Debtors should also know that they may expect certain services to be performed by their attorney. To encourage that debtors and their attorneys understand their rights and responsibilities in the bankruptcy process, the following terms are agreed to by the debtors and their attorneys.

BEFORE THE CASE IS FILED:

The DEBTOR agrees to:

1. Provide the attorney with accurate financial information; and
2. Discuss with the attorney the debtor's objectives in filing the case.

The ATTORNEY agrees to:

1. Meet with the debtor to review the debtor's debts, assets, income and expenses;
2. Counsel the debtor regarding the advisability of filing either a Chapter 7 or Chapter 13 case, discuss both procedures with the debtor, and answer the debtor's questions;
3. Explain what payments will be made through the plan, and what payments will be made directly by the debtor for mortgage and vehicle loan payments, as well as which claims accrue interest;
4. Explain to the debtor how, when, and where to make the Chapter 13 plan payments, as well as the debtor's obligation to continue making mortgage payments, without interruption, and the likely consequences for failure to do so;
5. Explain to the debtor how the attorney's fees and trustee's fees are paid, and provide an executed copy of this document to the debtor;
6. Explain to the debtor that the first plan payment must be made to the Trustee within 30 days of the date the plan is filed;
7. Advise the debtor of the requirement to attend the 341 Meeting of Creditors, and instruct debtor as to the date, time and place of the meeting;
8. Advise the debtor of the necessity of maintaining appropriate insurance on all real estate, motor vehicles and business assets; and
9. Timely prepare and file the debtor's petition, plan and schedules.

AFTER THE CASE IS FILED:

The DEBTOR agrees to:

1. Keep the Trustee and attorney informed for the debtor's address and telephone number;
2. Inform the attorney of any wage garnishments or attachments of assets which occur or continue after the filing of the case;
3. Contact the attorney if the debtor loses his/her job or has other financial problems (the attorney may be able to have the Chapter 13 plan payments reduced or suspended in those circumstances), or alternatively obtains a material increase in income or assets;
4. Advise counsel if the debtor is sued during the case;
5. Inform the attorney if tax refunds to which the debtor is entitled are seized or not received;
6. Advise counsel and the Trustee before buying or selling property or before entering into any long-term loan agreements, to determine what approvals are required;
7. Provide the Trustee and the attorney, prior to the Section 341 meeting of creditors, with documentary evidence as to debtor's income from all sources and the value of any asset in which the debtor has an interest, together with a copy of any declaration of homestead covering the debtor's real estate, proof of insurance on any real property or automobiles in

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which the debtor has an interest, and any other documents which the Trustee might reasonably request in order to assess whether the debtor's proposed plan should be confirmed.

The ATTORNEY agrees to provide the following legal services in consideration of the compensation further described below:

1. Appear at the 341 Meeting of Creditors with the debtor;
2. Respond to objections to plan confirmation, and where necessary, prepare an amended plan;
3. Prepare, file and serve one necessary modification to the plan which may include suspending, lowering, or increasing plan payments;
4. Prepare, file and serve necessary amended schedules in accordance with information provided by the debtor;
5. Prepare, file and serve necessary motions to buy, sell or refinance real property;
6. Object to improper or invalid claims, if necessary, based upon documentation provided by the debtor;
7. Represent the debtor in motions for relief from stay;
8. Where appropriate, prepare, file and serve necessary motions to avoid liens on real or personal property; and
9. Provide such other legal services as necessary for the administration of the case.

The initial fees charged in this case are \$ 4,000.00 . Any and all additional terms of compensation and additional services agreed to be rendered, if any, are set forth in writing and annexed hereto. If the initial fees are not sufficient to compensate the attorney for the legal services rendered in this case, the attorney further agrees to apply to the court for additional fees. If the debtor disputes the legal services provided or the fees charged by the attorney, an objection may be filed with the court and the matter set for hearing.

Debtor signature: _____ Dated: 10/27/2015

Co-debtor signature: _____ Dated: _____

Attorney for the debtor(s) signature: _____ Dated: 10/27/2015

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Law Office of Robert W. Kovacs, Jr.

Phone: (508) 926 - 8833 • E-Mail: Robert@RKovacsLaw.com

Fee Agreement: Chapter 13 Bankruptcy:

This is an agreement between the Law Office of Robert W. Kovacs, Jr. ("Attorney") and Cynthia Ripatopols ("Client") from the city of Worcester county of Worcester Massachusetts.

1. Client is hiring Attorney to represent Client in a Chapter 13 bankruptcy matter.
2. **Fees:** Client agrees to pay attorney an advanced payment of fees and expenses as follows:

Total Advanced Payment Due Attorney

\$ 1800

Payment Terms:

Advanced Payment

\$ 1800

paid on

7/31/15

Outstanding Balance Due

\$ 0

Number of Months

1

Amount Per Month

\$ 1800

Payment Date

7/31/15

Additional Fee to be paid as an administrative expense through your chapter 13 plan 2500 *
**this number may be slightly higher or lower depending on required case expenses*

Total Legal Fee to be paid attorney, excluding case expense: \$ 4,000.00 see no. 6 below

3. **Expenses to be paid from the total due:** The following expenses, if necessary, may be paid from the Advanced Payment:

Fee**Amount**

Filing Fee

\$310.00

Bankruptcy Counseling

~~\$40.00~~ - \$60.00 511 PCV

Credit Reports

\$35.00 - \$50.00

Homestead Recording

\$35.00

Tax Transcript

\$50.00 - \$100.00

BPO/CMA

\$50.00 - \$300.00

4. **Calculation of Legal Fee:** The Legal Fee listed above is based on information client provided during a consultation with the Law Office of Robert W. Kovacs, Jr. If after a review of Clients' documents it appears that Clients' case contains complexities that were not disclosed during the consultation additional pre-petition fees may be charged, in this event Client and Attorney will enter into a new Fee Agreement.

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The fee includes the following services:

- a) Be available to work with your creditors and answer your questions;
- b) You may refer your creditors to us;
- c) Attorney will keep Client informed about Client's case, this includes Attorney providing to Client copies of all pertinent documents as soon as practical;
- d) Analyze your financial situation, and give you advice to help you determine whether to file a petition in bankruptcy; and counsel you on filing bankruptcy under either Chapter 7, 11, 12, or 13;
- e) Provide you with the required bankruptcy disclosures;
- f) Prepare and file any petition, schedules, statements, exhibits, and plans which may be required;
- g) Meet with you to review and sign your petition;
- h) Represent you at the meeting of creditors and court hearings on, objection to plan, confirmation of plan, objection to exemptions and other reasonable anticipated court appearances (adversarial actions are not included);
- i) Provide you with a copy of the petition and miscellaneous correspondence relating to your case;
- j) Preparing and recording a Declaration of Homestead.

5. The fee does not include:

- a) Representing you in any dischargeability action or any other adversary proceeding;
- b) Advice and/or representation which are not bankruptcy related or expressly stated in number 4 above;
- c) Providing extra copies of pleadings and documents and printing and postage expenses for Amended Plans, Schedules, Exhibits or other necessary documents;
- d) Out of pocket expenses are the responsibility of the client;
- e) Any other matter not expressly provided for in this agreement.

6. Hourly Billing: The legal fee provided for in this agreement is based on an estimate of time to be spent on Client's case. The fees include a flat fee of \$3,500, at the below hourly rates, for pre-confirmation work and \$500, at the below hourly rates, for post-confirmation work. Hourly Rates are as follows:

Attorney Kovacs:	\$260.00 per hour
Associates:	\$210.00 per hour
Par Legal	\$110.00 per hour
Legal Assistant	\$60.00 per hour

Time will be tracked and Client will be billed at the rates listed above. All time, per the requirement of the bankruptcy court, is rounded to the nearest 1/10th of an hour. Client further acknowledges that the above rates may change to the future current rates without notice. Client agrees to assent to any and all necessary fee application required by the Court.

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7. **Out-of-pocket expenses:** Client is responsible for out-of-pocket expenses in connection with this matter. Client hereby generally authorizes their payment, provided specific approval is obtained before incurring any specific disbursement in excess of \$500. At the discretion of Attorney fees for printing and postage shall be advanced to client; client will receive a separate bill for these expenses at the conclusion of their case if not otherwise billed during the course of the case. All other expenses shall be payable prior to incurring the expense. Printing and postage is charged per the Massachusetts Local Bankruptcy
8. **Fees upon Dismissal or Conversation:** If your case is dismissed or converted, you irrevocably assign to Attorney your interest in all payments made to the Chapter 13 trustee which would otherwise be returned to you, and I may endorse your name to any trustee checks, to the extent that my fees have not otherwise been paid in full.
9. **Client requirement to produce documents:** Client must provide Attorney all documentation required for Client's matter prior to filing the case with the court. Additionally, Client must timely supplement documents and produce additional documents at the request of Attorney in a timely manner throughout the case.
10. **Communications with others:** Client agrees that Attorney may communicate the status of Client's case and other relevant information with the Court, other attorneys, creditors, collection agencies, or others as Attorney deems necessary.
11. **Termination of Agreement:** It is hereby acknowledged by Client and Attorney that Client retains the right to terminate this agreement at any time. Further, Attorney shall retain the right to terminate this agreement to provide services to Client provided Attorney seeks the permission of the Court in appropriate cases and provided the client is not unfairly prejudiced by this withdrawal.
12. **Fees for Terminated Agreement:** If this agreement is terminated by either Attorney or Client, Attorney will provide to Client an accounting of Client's file. Attorney shall bill Client an hourly rate of \$260 an hour plus expenses for work actually performed by Attorney and staff. If a refund is due Client, Client must request such refund in writing.
13. **Returned Checks:** Client will incur a \$25 fee for any check returned not paid, including, but not limited to, checks returned for insufficient funds.

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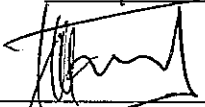
14. **File retention / destruction policy:** At the conclusion of this matter, we will retain your legal files for a period of 5 years after we close our file. At the expiration of the 5 year period, we will destroy these files unless you notify us in writing that you wish to take possession of them. We reserve the right to charge administrative fees and costs associated with researching and retrieving, copying and delivering such files.

Each of us has carefully read the above agreement. We agree that it fairly represents the basis of our agreement. We each understand its terms and each sign it as our free act and acknowledge receipt of a copy of the same.

Date:

7/21/18

CLIENT:



CLIENT:

Robert W. Kovacs, Jr., esq.

